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3-5-1989

Retail Meat Markets and United Food and Commercial Workers, AFL-CIO, Local 653 (1989)

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Retail Meat Markets and United Food and Commercial Workers, AFL-CIO, Local 653 (1989)

Location

Minneapolis, MN

Effective Date

3-5-1989

Expiration Date

2-29-1992

Employer

No employer specified

Union

United Food and Commercial Workers

Union Local

653

NAICS

44

Sector

P

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AGREEMENT

UNITED FOOD and COMMERCIAL WORKERS' UNION DISTRICT LOCAL 653 — AFL-CIO

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Room 425

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WATS: 1-800-292-4105

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AFL



CIO

March 5, 1989 - February 29, 1992

EMERGENCY ONLY

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HEALTH & WELFARE & PENSION OFFICE

(Including Optical, Dental and Prescription)

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PHONE: (612) 920-5905

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Hours: 8:00 A.M. to 4:00 P.M.

COLOR CODE OF CONTRACT

BLACK COLOR = Grocery & Meat Employees

RED COLOR = Meat Employees

GREEN COLOR = Grocery Employees

**ARTICLES OF AGREEMENT
UNITED FOOD and COMMERCIAL
WORKERS UNION
DISTRICT LOCAL 653, AFL-CIO**

PREAMBLE

THIS AGREEMENT is made and entered into this 5th day of March by and between _____

_____, hereinafter referred to as the "Employer," its lessees, successors and assigns, and the United Food and Commercial Workers Union, District Local 653, and Food Handlers Division of District Local 653, Section A, Minneapolis, Minnesota and vicinity affiliated with the AFL-CIO, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union each represents that the purpose and the intent of the Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between the Union and the Employer, and to set forth, herein, the basic agreements covering rates of pay, hours of work and conditions of employment.

**ARTICLE I.
Union Security**

SECTION 1.1 RECOGNITION: The Union is recognized as the sole and exclusive bargaining agent for all meat and food market employees of the Employer located within the vicinity outlined below and covered under Article V of this Agreement.

The vicinity shall be defined to mean the area as herein defined. Starting at the south end of the Mendota Bridge continue the existing line to a point one mile east of Rosemount then on a diagonal line south including the Section 14, then connecting to Highway 79 following south to Junction with Highway 86, then west along Highway 86 to where Highway

86 meets the southern border of Scott County then west to include all New Prague then continuing west along the south line of Scott County to the Minnesota River then following the river northeasterly to the point where the west line of Carver County joins the Minnesota River then north along an extension of this line to the south end of the west line of Hennepin County following the West Hennepin County line north to the Crow River, along the Crow River to the west Anoka County line, north to the southwest corner of St. Francis East along the South St. Francis line to the southeast corner north to the Anoka County Line following the Anoka County Line east then south to the south line of Linewood Township, then west to the midpoint of the north line of Section 1 of Ham Lake Township from this point south to include approximately west half (1/2) of Section 1, 12, 13, 24 (that portion west of Anoka County Road 17) and those portions of Section 25 and 35 west of present location of Anoka County #17 then south into Blaine including all west of the present locations of Anoka County Road #17, to Highway 35W to Minnesota Highway #280 then following the Minneapolis city limits to the Mendota Bridge.

SECTION 1.2. UNION SHOP: All present employees who are members of the Local Union on the effective date of this Agreement, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Local Union as a condition of employment on or after thirty-first (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) day following the beginning date of their employment, whichever is later.

“Good Standing” is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or

maintain his membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union.

SECTION 1.3 CHECKOFF: The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a monthly basis and will be transmitted to the Union within ten (10) days after such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards which the Employer shall give to each new employee at the time they are hired.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any of the monies deducted and forwarded by the Employer to the Union in reliance upon employee deduction authorization cards submitted to the Employer, or in the event that the Employer removes an employee from his job upon notification from the Union to do so.

SECTION 1.4 PROBATION PERIOD: New employees shall be classified as probationary employees during the first thirty (30) days (calendar days) of their employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without cause. At the end of the probationary period, such employees will be entered on the seniority list as of their date

of hire. However, during the probationary period all other contract provisions shall prevail.

ARTICLE II.

Hours of Work — Overtime

SECTION 2.1 Except as provided in Article II, Section 2.16, the basic workweek for full time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days Monday through Saturday. All undesirable hours (after 6:00 P.M.) shall be rotated evenly among all employees excluding Department Heads. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day except on the day before Christmas when employment ceases as provided in Article III herein. No employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. The option of a thirty (30) minute lunch hour will only be in stores where such is practical and where the thirty (30) minute lunch hour would not result in a shorter day operation or additional payment of overtime. Any deviation shall be mutually agreed upon by the Union and the Employer.

SECTION 2.2 Except as provided in Article II, Section 2.16, any employee working in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid time and one-half (1½) of their regular rate of pay for all hours worked. There shall be no pyramiding or duplication of overtime or premium pay. Time and one-half (1½) shall be paid to all full time Meat employees, for all time worked before 5:00 A.M. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.16 of this Article. Extra Journeymen Meat Cutters shall include only Meat Cutters who are scheduled for less than forty (40) hours per week.

SECTION 2.3 Except as provided in Article II, Section 2.16, Head Meat Cutters and Journeymen or Apprentices who are scheduled or called to work on their sixth (6th) work day of the work week shall be entitled to eight (8) hours work or pay at the time and one-half (1½) rate of pay. All other regular employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6th) work day. The sixth (6th) work day is defined as the employee's scheduled day off. No employee shall be required to work on this day, excepting in case of an emergency, however, if the employee exercises his option of not being required to work on the sixth (6th) work day, he shall notify the Employer at the time of scheduling of his work week that he does not desire to work on that day.

SECTION 2.4 Only regular full time employees who, as of February 27, 1977, are working forty-two (42) hours per week will continue to receive forty-two (42) hours per week for the life of this Agreement. Such regular full time employees shall not be disqualified from receiving forty-two (42) hours due to being temporarily inactive due to illness, injury, leave of absence, etc., on February 27, 1977 or thereafter. Overtime hours above the minimum required to fulfill Red Circle commitment will be rotated between all Journeymen in addition, another employee other than a journeyman, excluding service employees hired after March 2, 1986, may be the only employee on duty so long as the employee is from the same market. It is agreed that as of March 3, 1991, and September 1, 1991, the above mentioned employee group may have their overtime hours reduced by one (1) hour per week on each of the above specified dates.

SECTION 2.5 Except as provided in Article II, Section 2.16, and Article XVIII, Section 18.2, Group I, Paragraph F, the basic work week for full time employees (including department heads) shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day except on

the day before Christmas when employment ceases as provided by Article III herein. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. Any deviation shall be mutually agreed upon by the Union and the Employer.

SECTION 2.6 Except as provided in Article II, Section 2.16, any employee (except courtesy employees) working in excess of eight (8) hours per day or forty (40) hours per week shall be paid time and one-half (1½) for their regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay.

SECTION 2.7 Except as provided in Article II, Section 2.16, full time employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6th) workday. Their sixth (6th) workday is defined as the employee's scheduled day off. No employee shall be required to work on this day except in the case of an emergency. However, if the employee exercises his option of not being required to work on the sixth (6th) workday, he shall notify the Employer at the time of scheduling of his workweek that he does not desire to work on that day.

SECTION 2.8 Only regular full time employees who, as of February 27, 1977, are working forty-two (42) hours per week will continue to receive forty-two (42) hours per week for the life of this Agreement. Such regular full time employees shall not be disqualified from receiving forty-two (42) hours being temporarily inactive due to illness, injury, leave of absence, etc., on February 27, 1977, or thereafter. It is agreed that as of March 3, 1991, and September 1, 1991, the above mentioned employee group may have their overtime hours reduced by one (1) hour per week on each of the above specified dates.

- (A) Except as specifically provided in Paragraph (B) of this section, full time employees hired before April 4, 1968 as a result of the elimination of time and one half (1½) for work after 6:00 P.M. or work prior to 7:00 A.M., shall not be scheduled to work more of such hours per week than they averaged per week during the four (4) week period beginning February 4 and ending March 2, 1968.
- (B) Employees covered under Paragraph (A) of this section may be scheduled to work one day of the regular work week on a shift which includes hours before 7:00 A.M. and/or after 6:00 P.M. at straight time rates of pay. Employees working more than one (1) day per week prior to 7:00 A.M. and/or after 6:00 P.M. shall receive one and one-half (1½) times their regular rate of pay for these hours. Such work will be scheduled on an equitable basis within the classification of department heads and grocery clerks.

SECTION 2.9 Any employee who has worked a regular full day shift and is required to work after 6 P.M. in night operations shall receive a twenty (20) minute supper period with pay. An employee shall not be required to take more than twenty (20) minutes for his supper period provided however, that if an employee requests more than twenty (20) minutes and the Employer grants such request, the Employer shall not be required to pay for the supper period. The employee shall have the right to refuse to take longer than twenty (20) minutes for a supper period.

SECTION 2.10 Full time employees shall not suffer loss of employment or be rescheduled so as not to receive their full work week as a result of establishing a shorter day operation, unless the shorter day operation is required pursuant to an energy conservation law enacted by the State of Minnesota or the Congress of the United States.

- (A) Part time employees except those working Saturday only will be scheduled to work a minimum of fifteen (15) hours employment each week, Monday through Saturday, exclusive of Sunday and Holiday hours paid for and/or worked.

(B) Part time and carry out custodial employees will be paid a minimum of four (4) hours at the prescribed rate when scheduled or called to work.

SECTION 2.11: COURTESY EMPLOYEES: The Employer will make every effort to schedule courtesy employees, except those working on Saturday only, at no less than twelve (12) hours per week. Courtesy employees may work up to forty (40) hours of work per week at straight time and be paid time and one half (1½) after forty (40) hours only.

SECTION 2.12 All employees shall receive a paid rest period of ten (10) minutes for any three (3) hours worked not to exceed twenty (20) minutes in any work day of less than twelve (12) hours. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

SECTION 2.13 Night stock crews who are employed eight (8) hours per night, while the store is closed to customers, shall be paid a one-half (½) hour lunch period in lieu of their two (2) ten (10) minute rest periods.

SECTION 2.14 All full time meat employees who have worked a complete shift shall be given a minimum of eight (8) hours break before their next work shift.

All full time food handler employees who have worked a complete shift shall be given a minimum of ten (10) hours break before their next work shift, except employees working under Section 2.8, Paragraph B of this article.

SECTION 2.15 Schedules for all full time employees will be posted in each store by Friday noon for the following two (2) work weeks. Sunday schedule for full time employees shall be posted four (4) weeks in advance.

Schedules for the top 24% part time (Group II Employees) shall be posted in each store by Friday noon for the following two (2) work weeks, including Sundays. These employees shall also have the right to select a designated day off Monday through Thursday.

Seniority shall apply for selection of designated days off.

Schedules for all other part time employees will be posted in each store by Friday noon for the following work week. Part time employees shall have the right to have their schedule temporarily changed to accommodate their personal needs, providing they give management two (2) week's advance notice.

SECTION 2.16 FOUR (4) TEN (10) HOUR WORK WEEK OPTION. Full time employees of the store shall have the option of selecting a four (4) ten (10) hour day work week schedule. The Employer, based on the employee's desired option, shall have the obligation to develop such a work schedule.

Four (4) ten (10) hour days upon request by the employee, shall be made available to a minimum of twenty-five percent (25%) of the employees in meat and twenty-five percent (25%) of the employees in grocery per week. The Produce Department Head, Meat Department Head, and Deli Department Head may be excluded from four (4) ten (10) hour day work week schedules.

Any employee as of March 2, 1986, that is currently working a four (4) ten (10) hour day, work week schedule shall not have their four (4) ten (10) hour day work week schedule eliminated by the Employer in an effort to comply with the twenty-five percent (25%) minimum in either meat or grocery departments. (Including the Deli Department).

The Employer shall use reasonable and fair judgement in developing four (4) ten (10) hour day schedules and five (5) eight (8) hour day work week schedules and shall make every endeavor to schedule consecutive days off. These consecutive days off shall include, when possible, Sunday, thus giving the employee three (3) or two (2) days off in a row, and on occasion five (5) days off in a row for those employees on the four (4) ten (10) hour shift, and the three (3) days off in a row for those employees on the five (5) eight (8) hour shift. Consecutive day-off schedules shall be rotated on an equitable basis.

During holiday weeks an employee on a four (4) ten (10) hour day schedule may be scheduled for five (5) eight (8) hour day

work week. Employees will receive holiday pay for ten (10) hours when so scheduled.

The basic work week shall be forty (40) hours to be worked in any four (4) days, Monday through Saturday.

Any full time employee working in excess of ten (10) hours per day or forty (40) hours per week shall be paid time and one half (1½) of their regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay.

Waiver employees and people on lay off or leave of absence will not count in determining the twenty-five percent (25%) employees on the four (4) ten (10) hour day work week schedule.

SECTION 2.17 A full time employee may be reduced to a thirty-two (32) hour work week only upon written request from the employee and for a reduction period of not less than six (6) months from date of reduction. Employees requesting a reduction must give notice to management in writing, at least one (1) week prior to the week in which the reduction is to become effective. Any such request must be approved by both the Employer and the Union. If more requests for reduction are made than can be allowed, then the requests shall be granted on the basis of seniority with the most senior employee being accorded the first (1st) choice.

ARTICLE III. Holidays

SECTION 3.1 Except as provided in Article III, Section 3.1B it is agreed that no clerk shall be required or permitted to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the week in which a holiday occurs, the basic work week shall be thirty-two (32) hours for those full time employees working eight (8) hour days, or thirty (30) hours for those full time employees working ten (10) hour days. Except for the week in which Christmas Eve occurs.

It is further agreed that all markets be closed on New Year's Day, Thanksgiving Day, and Christmas Day regardless of the type of business in which such markets are engaged.

(A) **New Year's Day:** All markets shall be closed. It is further agreed that all markets shall also be closed by 6:00 P.M. on New Year's Eve Day.

(B) **Memorial Day - Independence Day - Labor Day:** Employers who desire may operate their stores on these holidays. Stores opened on these holidays will be staffed by volunteers. If there are not enough volunteers available to staff the stores, Employers may at their discretion, schedule the required number from part time employees using reverse seniority. Holidays shall be paid at straight time for all hours worked up to eight (8) hours or ten (10) hours if on the four (4) ten (10) hour week. When a full time employee works on these holidays, it will not be considered as working under the over time provisions outlined in Section 1 of this Article. Employees working these holidays shall also receive holiday pay, if qualified, based on the provision outlined in Sections 3.2 & 3.3 of this Article. Employees who are working the four (4) ten (10) hour work week, shall work thirty (30) hours in the week in which the holiday falls and shall be paid ten (10) hours of straight time pay for the holidays listed in Sections 3.1 & 3.4 of this Article. In order to receive the ten (10) hour holiday pay the employee must be on the four (4) ten (10) hour shift the week in which the holiday occurs.

(C) **Thanksgiving Day:** All markets shall be closed.

(D) **Christmas Day:** All markets shall be closed. It is further agreed that all markets shall be closed by 4:00 P.M. Christmas Eve. No employee shall be required to work past 4:30 P.M. on Christmas Eve Day. Full time employees shall receive three (3) hours holiday pay for Christmas Eve. Part time employees shall receive holiday compensation for hours normally scheduled but not worked from store closing on December 24th to 6:00 P.M. If Christmas

Day falls on any day except for Sunday the basic work week for full time employees shall be twenty-nine (29) hours for employees scheduled eight (8) hour days or twenty-seven (27) hours for employees scheduled ten (10) hour days. When Christmas Day falls on Sunday the preceding work week shall be thirty-seven (37) hours and the following work week shall be thirty-two (32) hours for those full time employees scheduled eight (8) hour days or thirty (30) hours for full time employees scheduled ten (10) hour days.

When Christmas Day and New Year's Day fall on Sunday, stores will be allowed to be open the following Monday, paid and staffed according to the Sunday provisions, Appendix A-1 and A-2.

SECTION 3.2 Regular full time employees shall receive eight (8) or ten (10) hours (if on the four (4) ten (10) hour work week) of straight time pay for each of the above listed holidays not worked. Regular employees working on the fifth (5th) work day in a holiday week shall be paid the same as the employees who work on the sixth (6th) work day in a regular week.

All part time employees (excluding courtesy and custodial employees) who qualify with the requirements in Section 3.3 and are regularly scheduled to work any time from Monday through Friday shall receive four (4) hours at their regular rate of pay for the above listed holidays. All hours paid for shall count towards vacations and wage progressions.

SECTION 3.3 HOLIDAY QUALIFICATIONS: Full time employees will be eligible for holiday pay if they are a full time employee as of the date the holiday(s) occur. Part time employees will be eligible if they have completed ninety (90) calendar days of employment as part time employees.

In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled work day before the

holiday and his/her scheduled work day after the holiday unless excused by the Employer or unless absent due to proven illness or injury. If the employee does not meet these requirements he/she will not be eligible for holiday pay.

SECTION 3.4 In addition to the calendar holidays set forth in Section 3.1 and Section 3.2, all Food Handler employees who are scheduled to work anytime Monday through Friday will receive three (3) additional floating holidays earned on the employee's anniversary date of each year.

Floating holidays are to be taken during the following anniversary year. Floating holidays shall be taken on mutually agreeable days between Employee and Employer. One floating holiday may be taken by the employee on the Saturday prior to a vacation week.

Regular full time employees shall receive a Monday off which shall be followed by a scheduled Tuesday off so that the employee would have three (3) consecutive days from Sunday through Tuesday or another mutually agreed day off. The most senior employee in the store shall have the first preference.

Basis of payment for the above floating holidays is to be eight (8) hours straight time pay or ten (10) hours straight time pay if on the four (4) ten (10) hour work week for full time employees and four (4) hours straight time pay for part time employees.

ARTICLE IV. Vacations

SECTION 4.1 Regular full time, part time, custodial employees, and courtesy employees in the continuous employ of the Employer shall receive one (1) weeks' vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service, three (3) weeks' vacation after eight (8) years of service and four weeks' vacation after sixteen (16) years of service and five (5) weeks' vacation after twenty (20) years of service with the same qualifications as stated herein.

SECTION 4.2 Full time employees shall qualify for a vacation after working one thousand six hundred (1600) hours or more during their anniversary year. If they work less than one thousand six hundred (1600) hours, they will receive one-tenth (1/10th) of a full vacation for each one hundred sixty (160) hours worked; provided, however, that full time employees who have requested to work thirty-two (32) hours per week and have received approval to such request under the provisions of Article II, Section 17 will receive vacation payments based upon the reduced work week in effect at the time the vacation is taken. Vacation pay for each week of vacation will be the average hours paid exclusive of Sundays and holiday hours worked during the preceding anniversary year. Average hours over forty (40) will be computed at one and one-half (1½) full time employee's regular straight time rate of pay at the time vacation is taken. Full time employees who have worked sixteen hundred (1600) hours or more in the preceding anniversary year will receive a minimum for each week of vacation, forty (40) hours pay based on their regular straight time rate of pay at the time vacation is taken.

SECTION 4.3 Part time employees (including courtesy and custodial) upon completion of their anniversary year who have worked a minimum of six (6) months and one thousand forty (1040) hours during the previous twelve month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the same basis as Section 4.1.

Part time employees, (excluding courtesy and custodial), upon completion of their anniversary year who have worked less than one thousand forty (1040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the basis of: one (1) week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service, and three (3) weeks' vacation after eight (8) or more years of service.

All hours paid for and/or worked shall be considered as hours worked for purposes of determining vacation and vacation pay.

SECTION 4.4 If a holiday falls during an employee's vacation, he or she will receive an extra day of vacation or the equivalent in pay. Employees shall receive vacation pay on the eve of their vacation.

SECTION 4.5 All State and Federal tax deductions made on vacation checks shall be computed on an individual week's basis.

SECTION 4.6 Vacation schedules in each store shall be posted by January 1st and vacations selected on the basis of seniority by February 15th of each year. The approved vacation schedule shall be posted in each market by March 15th of each year.

Employees who fail to select vacations by February 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

ARTICLE V.

Wages

SECTION 5.1 The minimum rates of pay of the various classifications covered by this Agreement shall be as outlined in Appendix "B" and "C" attached hereto and made a part of this Agreement. Length of service as a meat department employee shall be computed as that served by the employee with the undersigned company or served as a member of District Local No. 653. Length of service as a grocery employee shall be computed as that served by the employee with the undersigned company, or served as a member of District Local No. 653, if retained by a successor Employer. Part time previous service within the past five (5) years will be recognized only if reemployed by the same Employer or retained by a successor Employer.

SECTION 5.2 A part time employee is defined as an employee who works an average of less than thirty-two (32) hours

per week exclusive of Sunday and Holiday hours paid for and/or worked for three (3) consecutive weeks and shall be paid not less than the minimum hourly rates of pay listed in Appendix "C."

SECTION 5.3 Part time employees who work more than ninety-six (96) hours in a three (3) week consecutive period shall receive the starting rate for full time employees for the number of hours worked during the said three (3) consecutive week period only, and as long as the employee continues to work in excess of thirty-two (32) hours per week.

SECTION 5.4 It is agreed that the scale of wages herein contained is the minimum scale only and that nothing herein shall be used to defeat the intent and purpose of this Agreement. Anyone who has been receiving more than the minimum shall not have his or her wages cut or hours lengthened. Employees may be paid above the minimum set forth herein at the sole discretion of the Employer. Employees who have been reduced from department head, will be placed on the appropriate full time rate of pay. This will apply to department heads who have been demoted in accordance with Article XVIII, Section 18.2, Group I, Paragraph H, of this Agreement.

SECTION 5.5 Employees' check stubs shall show all deductions.

GENERAL CONDITIONS

SECTION 5.6 When employees are required to travel from one (1) store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than seventeen cents (.17¢) per mile.

If employees make a delivery of product to a store at the Employers direction, such time will be considered as time worked and mileage will also be paid.

SECTION 5.7 Changeover from Service to Self-Service: When an Employer plans to make a change from service to self-service operation, he shall notify the Union and the

Employer's Association in writing. The Union will attempt to place employee or employees who are not needed for self-service in another job. The Employer agrees to cooperate with the Union and will keep the Union advised of job openings or changes so as to help place employees who are not needed as a result of changing from service to self-service operation. Employees affected will be kept on the job until employment is found for them or until at least six (6) months after the employees, the Union and the Employer's Association have been notified of the Employer's intention to change over to self-service operation.

SECTION 5.8 The rate herein provided for Head Meat Cutters may be in lieu of any incentive pay program now in effect.

SECTION 5.9 Any extra man called to work shall be given an opportunity to work the balance of the day.

SECTION 5.10 In service and self-service markets one (1) employee must be on duty during all hours the market is open for business, except between the hours of 9:00 P.M. and 7:00 A.M. Meat markets with three (3) full time employees or less will be allowed to run dry after 6:00 P.M., Monday through Saturday and or on Sunday. Service employees will not be permitted in three (3) employee markets or less. A minimum of one (1) full time employee will be assigned any Delicatessen Department which may include the Delicatessen Department Head. Employees who as of March 2, 1980, were regularly working between midnight and 7:00 A.M. will be redcircled and suffer no loss of hours or income.

SECTION 5.11 It is agreed that in a self-service market, the Employer may employ one (1) Apprentice Meat Cutter. No meat market employee may be laid off to provide a job opening for an Apprentice. When a meat helper is employed, no apprentice may be hired in the same market until the meat helper is receiving forty (40) hours per week.

SECTION 5.12 All one-man markets under the terms of this Agreement, where the Employer does not take an active part in the market operation, shall be operated by Journeymen only.

SECTION 5.13 All markets shall employ first a Journeyman, then one (1) Apprentice may be hired and the ratio thereafter will be one (1) Apprentice for each three (3) full time Journeymen.

SECTION 5.14 When a Journeyman relieves a Head Meat Cutter for one (1) week or longer, he shall be paid the contract rate for Head Meat Cutter for such time spent in relief.

SECTION 5.15 The Apprentice period for all Apprentices shall be twenty-four (24) months and an apprentice serving his full twenty-four (24) months shall automatically become a Journeyman. Any Employer who fails to give proper training to his apprentices shall not be permitted to employ apprentices until a proper training program has been established.

SECTION 5.16 Meat service employee shall be an employee whose duties shall be the same as the meat helper. These employees' work is limited to marking, weighing, labeling, wrapping, cleaning cases, stocking and displaying of smoked meats, stocking and displaying of luncheon meats, cleaning any and all tools, equipment and fixtures including power equipment used in the meat department. In addition, both helper and service employee may wait upon trade and use the knife or slicers when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer. They may also receive product. Time spent on scales will be divided as equitably as possible. Present meat helpers will be senior employees within the new service employee group. The meat service employee will not count in the grocery ratio. The meat service employee will be a forty (40) hour job. The meat service employee shall do no cutting or production work of any kind. There must be a minimum of one (1) journeyman meat cutter on duty at any time a service employee is on duty. Employees placed in new job classifications will be placed into the classification only as a result of attrition, expansion, either physically or in hours of operation of an existing market, or the openings of new markets.

SECTION 5.17 The Employer will comply with any local, State, or Federal regulations relative to the temperatures in the meat cutting rooms.

SECTION 5.18 A meat case not to exceed 12 feet in length and attached to the regular meat case need not have a Deli Department Head.

SECTION 5.19 PART TIME COMBINATION FOOD HANDLER AND MEAT STOCKER. Part time combination Food Handler and Meat Stocker's duties:

Employees whose work is limited to marking, stocking of meats, stocking and displaying of smoked meats and stocking and displaying luncheon meats, stocking all frozen meat, poultry, and fish, receiving of meat products, fresh and frozen, the storage of all the above mentioned products and the cleaning of cases. These duties are in addition to the duties this employee may perform as a Food Handler.

Markets having five (5) or less full time meat employees may utilize one (1) meat stocker; Markets having six (6) to ten (10) full time meat employees may utilize two (2) meat stockers; Markets having eleven (11) or more full time meat employees may utilize three (3) meat stockers.

No employee shall be utilized in this position as long as any Full Time Meat Department employee is on lay off or partial lay off without offering this position to the employee who is on lay off who could work in this position at their normal rate of pay.

Rates for this position are outlined in Appendix "B" of the contract.

SECTION 5.20 Duties of courtesy and custodial employees in addition to bagging and carrying out (this does not include any shelf stocking or counter work) shall include and be limited to the following except as the parties may mutually agree.

- (A) Maintaining floors in the entire grocery area and clean the entire rest rooms.
- (B) Burning of litter including the gathering of such litter and carrying it to the burning area.

- (C) Sorting of empty bottles, including the carrying and stocking of such bottles in the back room, (exclusive of loading or unloading of such bottles or products).
- (D) Cleaning of all windows located on the outside walls of the store.
- (E) Courtesy employees shall also be permitted to sweep sidewalks, shovel snow, pick up litter in the parking lot, mow lawns, or do such other work outside of the store as required to maintain a more appealing appearance.

ARTICLE VI.

Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency and use of illegal control substance(s) (drugs) will be considered as causes for dismissal. Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.

ARTICLE VII.

Shop Steward

The Employer shall recognize a Shop Steward appointed by the Union in each retail establishment. However, the performance of his duties shall not reasonably affect his work and shall not interfere with the operation of the business.

ARTICLE VIII.

Picket Line Clause

It shall not be construed to be a violation of the Agreement for an employee to refuse to cross a picket line of a striking or locked out Union.

ARTICLE IX.

Bereavement

All full time and part time employees on the seniority list shall be entitled to up to a maximum of two (2) days of

leave with pay in the event of a death of a brother, sister, mother-in-law, father-in-law, or non-dependent child.

Such employees shall be entitled up to a maximum of three (3) days leave with pay in the event of a death of a dependent child and up to a maximum of four (4) days of leave with pay in the event of a death of a spouse or parent.

Paid leave for days lost from work for bereavement shall, except in the case of leaves of a spouse or parent, be the day of burial and the day or days preceding such burial.

Bereaved employees may take part of their paid bereavement leave for travel time for out of town burials.

Part time employees shall not have their days rescheduled so as to defeat their paid bereavement leave.

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day or ten (10) hours per day for a full time employee on the four (4) ten (10) hour work week.

ARTICLE X.

Jury Duty

The Employer shall grant to regular full time employees who are required to serve on petit jury the difference between the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day or part of a day during any period of jury service, he is to report to his store for work.

ARTICLE XI.

Leaves of Absence

SECTION 11.1 Personal Leave: The employer may grant a leave of absence up to six (6) months. An employee desiring an

leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of the same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not the employee shall be granted a leave of absence.

SECTION 11.2 Union Leave: An employee with at least one (1) year of seniority, who is elected or appointed to a full time Union office shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year.

Temporary leaves of absence to attend State or National conventions shall be granted to all Executive Board members and elected delegates of the Union.

Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies), stating the starting and ending time for such leave. The employer shall not be required to give a leave for more than one (1) employee from each store.

SECTION 11.3 Military Leave: The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for by any applicable Federal or State law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority.

Such employees will not be required to use their vacation time for such purposes.

SECTION 11.4 Medical Leaves: In case of accident, injury, pregnancy, or illness which renders the employee unable to work an automatic leave of absence shall be granted for the period of time that the employee is judged by a certified medical authority to be physically unable to work up to a maximum leave not to exceed two (2) years.

The employer reserves the right to require certification by a medical authority of an employee's physical capabilities of returning to work.

SECTION 11.5 Paternal Leave: The Employer shall grant employees paternal leave of absence according to State law.

SECTION 11.6 The Employer will grant employees who adopt children reasonable leave of absences.

SECTION 11.7 Return from Leave: Employees on vacation or leave of absence will be permitted to return to the store where they were employed immediately prior to the leave of absence; provided, however, that the employee returns to the store within six (6) months from the date the leave commences and further provided that the employee has enough accumulated seniority to return to said store. If the leave is in excess of six (6) months, the parties will then meet to determine if the employee can feasibly be returned to said store. Employees on leave of absence in excess of thirty (30) calendar days shall give their Employer a minimum of two (2) weeks notice of their intention to return to work. The employee may return earlier if a mutual agreement is reached and hours are available.

SECTION 11.8 Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

ARTICLE XII.

Visitation

The Business Representatives of the Union shall be admitted to the workrooms at all times employees of the Bargaining Unit are at work to collect union dues and to satisfy himself that the terms of the contract are being complied with. It is

understood, however, that the Business Representative will make his presence known to the store manager or his representatives.

ARTICLE XIII. Non-Discrimination Clause

The Employer and the Union agree that no employee will be discriminated against because of race, creed, color, sex, age, union activities, national origin, or physical handicap.

ARTICLE XIV. Pension

- (A) The Employer agrees to maintain for the duration of this Agreement the established pension program which is jointly administered by the Union and the Employers, and further agrees to make payments on behalf of all employees for each week when such employee has worked thirty-two (32) or more hours or thirty (30) or more hours (for those employees on the four (4) ten (10) hour work week) excluding hours worked on Sundays and holidays. The contribution will be fifty-nine dollars (\$59.00) per week effective March 5, 1989, through February 29, 1992.
- (B) The Employer further agrees to make contributions to the same pension fund on behalf of all employees, (excluding courtesy and custodial employees) who have worked less than thirty-two (32) hours per week (excluding hours worked on Sundays and holidays). The contribution will be twenty-three (.23c) per hour effective March 5, 1989, through February 29, 1992.
- (C) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (D) The provisions of thirty (30) year and out pension program, operation and costs thereof will be spelled out by the trustees in the Trust Agreement.

ARTICLE XV.

Health and Welfare

- (A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours, (full time) exclusive of hours worked on Sundays and Holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee (excluding courtesy and custodial employees) working less than thirty-two (32) hours per week (part time) exclusive of hours paid for and/or worked on Sundays and Holidays. Such Trust Fund is jointly administered, is a part of this agreement, and is in lieu of all employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.
- (B) The schedule of contributions are as follows:
- Effective March 5, 1989:
Full Time Employees, \$40.00 per week.
Part Time Employees, \$12.50 per week.
- Effective March 4, 1990:
Full Time Employees, \$48.00 per week.
Part Time Employees, \$16.50 per week.
- Effective March 3, 1991:
Up to an additional contribution as
determined by the Board of Trustees
Full Time Employees, \$ 8.00 per week.
Part Time Employees, \$ 4.00 per week.
- (C) Effective May 4, 1980, the Employer agrees to make the Health and Welfare contributions for Full Time employees only who work thirty (30) or more hours during the week.
- (D) The program of benefits of this full-time plan and of this part time plan are as agreed to between the Employer and

the Union and will be maintained for the life of this labor agreement at no cost to employees. Benefits may be modified by mutual agreement of the board of trustees.

- (E) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (F) The Employer agrees to pay the weekly Health and Welfare payment for those part time employees with five (5) years or more service, with the same Employer, when said part time employees are on a paid vacation.

ARTICLE XVI.

Arbitration

SECTION 16.1 Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or overtime rate), vacation, holiday, or bereavement pay. Grievances having to do with the payment or non-payment of the applicable wage rate, vacation, holiday or bereavement pay, may be raised at any time during the life of this Agreement and in case of violation, may be enforced retroactively back to the effective date of this Agreement or date of violation, which ever is later except as hereinafter modified.

SECTION 16.2 Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his Representative. Any controversy which cannot be so settled promptly shall be referred to a Board of Arbitration consisting of one (1) representative to be selected by the Union and one (1) representative to be selected by the Employer. The representatives so selected shall meet within three (3) days of their appointment and select a third (3rd) member of the Board who when so selected shall act as chairman. Upon

failure of the representatives so selected to agree upon a chairman within a further three (3) day period, both parties agree that the Bureau of Mediation, State of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the Chairman of the Board of Arbitration will be selected. The panel of five (5) arbitrators furnished by the State Bureau of Mediation will be from a master panel of not less than twenty-six (26) arbitrators, which has been agreed to between the Employer and the Union.

The Board shall meet as promptly as possible within five (5) days after conclusion of the hearings. The decision of the majority of the Board of Arbitration shall be final and binding on all parties concerned.

SECTION 16.3 The expense of the Chairman shall be divided equally between the Employer and the Union.

SECTION 16.4 The retroactive effect on an award of back-pay for employee or employees in a dispute shall be limited to sixty (60) days prior to the time the question or grievance is raised with the particular Employer involved in all cases where a question involved is the proper wage rate for the particular work being performed by the employees. This limitation shall apply only to cases of interpretation of the Contract where the terms are unclear and susceptible to honest differences of opinion as to meaning, and such differences exist between the Employer and the Union.

SECTION 16.5 There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

SECTION 16.6

- (A) In the case of an arbitrable issue, failure to comply with any step of the arbitration procedure by either party within the Agreement shall result in an automatic decision and award by default in favor of the other party, except in cases of extension of time mutually agreed upon.

(B) Failure to comply with the time limits set forth in Steps 1, 2, 3, and 4 below may result in an automatic decision or award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

1. The complaint must be registered in writing within the specified time limits of the particular type of grievance.
2. If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and shall appoint their member to the arbitration panel. The other party shall appoint their representative to the Board of Arbitration within five (5) days from the date of the receipt of such arbitration request.
3. If the parties fail to agree upon a neutral member within the next five (5) day period, they shall request a list of five (5) neutral members from the Bureau of Mediation, State of Minnesota, and select a neutral member within five (5) days after receipt of such panel. (per Section 2 above).
4. The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the neutral member is not available within such period.
5. The Board must reach a decision within a ten (10) day period unless such time for decision is deferred by mutual agreement.

In each of the above five (5) steps, the days referred to are working days.

ARTICLE XVII.

Seniority

SECTION 17.1 Seniority shall be separate as between two (2) groups: Journeymen and Apprentices shall constitute Group I. Meat Helpers and Service Employees shall constitute Group II.

Delicatessen employees with previous experience as a Meat Helper or Grocery Clerk with the same Employer will have such seniority recognized with respect to layoff and recall.

SECTION 17.2 Apprentices, when they have completed their training shall be given their seniority as Journeymen, retroactive to their initial date of hire.

SECTION 17.3 Head Meat Cutters selected from Journeymen in any bargaining unit of District Local 653 within the jurisdictional area of this Agreement may be retained in their positions by the Employer irrespective of seniority and shall accumulate seniority as Journeymen while in the Head Meat Cutter position.

Head Meat Cutter selected from Journeymen outside of the jurisdictional area of this Contract may be retained in their positions by seniority as is acquired in accordance with their length of service in case of layoff or rehire. Only Journeymen shall be promoted to classification of Head Meat Cutter.

SECTION 17.4 For those employees in Group I and Group II:

- (A) Seniority is defined as the length of the employee's service with each signatory Company throughout the operations within the bargaining unit.
- (B) The employee's seniority date is defined as the day the employee starts active employment for the Employer in case of either new hire or rehire. In the event two (2) or more employees commence work on the same date, their seniority ranking will be determined by lot.
- (C) Seniority shall apply to layoffs and rehire. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below forty (40) hours per week shall be considered as a partial layoff.

SECTION 17.5 An Employer shall mean an individual, partnership, or corporation conducting a retail meat market.

- (A) No individual Employer shall be required to belong to the Union.

- (B) No more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in the establishment. All others are to be members of the Union.
- (C) If an individual owner is working in the capacity of a Journeyman, he shall have the privilege of hiring one (1) apprentice.

SECTION 17.6 An Employer who assumes the responsibility of operating his own meat department shall not be required to hire a Head Meat Cutter. An Employer who does not assume the responsibility of operating his own meat department shall designate a meat department employee as the Head Meat Cutter.

ARTICLE XVIII.

SECTION 18.1 For the purpose of this Article, there shall be four (4) separate seniority groups. The seniority groups shall be classified as (1) Food Handlers, (2) Delicatessen Employees, (3) Courtesy Employees, and (4) Custodial Employees. Seniority shall be defined for each group in the following sections of this Article.

The employee's seniority date in each group is defined as the day the employee starts active employment for the Employer, in case of either new hire or rehire. In the event two (2) or more employees commence work on the same day, their seniority ranking will be determined by lot.

SENIORITY 18.2 FOOD HANDLERS AND DELICATESSEN EMPLOYEES SENIORITY: There shall be two (2) seniority groups within each of these classifications of employees: Group I and Group II. All employees who perform Food Handler and Delicatessen work must be classified within either Group I or Group II.

Group I. — Full Time Employees: Those Food Handlers or Delicatessen Employees who are regularly scheduled to work forty (40) hours or more per week and those Food Handlers and Delicatessen Employees who have voluntarily agreed to work thirty-two (32) hours per week as set forth in paragraph F below,

or who have been involuntarily reduced to thirty-two (32) hours per week.

- A. Employees in these groups shall have seniority in the bargaining unit covering all stores for the purpose of lay off or recall, and involuntary reduction in hours. The seniority date in these groups shall be the date of hire into these groups if hired directly into these groups or the date of transfer into these groups if transferred from Group II.
- B. The employee with the most recent date of hire or the most recent date of entry into the seniority groups shall be the first laid off. Such employees will be recalled on the basis of their group's seniority date.
- C. In the event an employee in Group I is due to be laid off or reduced in hours, such employee may bump the most junior employee within their classification, or he may exercise seniority for part time status in Group II at the appropriate part time rate of pay, on the basis of most recent date of hire with the Employer.
- D. When a Group I employee is voluntarily reduced below 32 hours per week, his seniority in Group I shall be lost and his seniority in Group II shall be effective as of the most recent date of hire with the Employer.
- E. When a Group I employee has exercised seniority pursuant to Paragraph C above, or has been involuntarily reduced from Group I to Group II his seniority in Group I shall continue to accumulate and his seniority in Group II shall be effective as of the most recent date of hire with the Employer.
- F. A Group I employee may be reduced to a 32 hour work week only upon written request from the employee and for a reduction period of not less than six (6) months from date of reduction. Employees requesting a reduction must give notice to the store manager, in writing, at least one (1) week prior to the week in which the reduction is to become effective. Any such request must be approved by both the Employer and the Union. If more requests for

reduction are made than can be allowed, then the requests shall be granted on the basis of seniority with the most senior employee being accorded the first choice.

- G. When a Group II employee is advanced to Group I status, his seniority in Group I shall be effective as of the date of transfer into Group I and his seniority in Group II shall continue to accumulate.
- H. Department heads selected from the jurisdiction of this Area Agreement shall accumulate seniority while in the classification of department head and shall be retained in that position by the Employer irrespective of seniority, provided such department head has worked a minimum of one (1) year in the classification of department head. Department heads selected from outside the jurisdiction of this Area Agreement, shall be entitled to only such seniority as is acquired in accordance with their length of service in case of lay off or rehire. Employees designated department heads as listed in the minimum grocery rates on the effective date of this Agreement will continue in that capacity except that such department heads may be demoted for proven inability to perform the job based on clear and convincing evidence. Department Head seniority shall be forfeited due to a break in service in the position of department head or store closing. There shall be no less than three (3) department heads per store in the grocery and deli departments.
- I. It is the intention of the parties that the number of part time employees (meat, deli, grocery — excluding courtesy and custodial) shall not exceed three (3) part time of such employees to one (1) full time of such employees, excluding service employees hired after March 2, 1986.

Any Company as of March 2, 1980, who has a ratio of one (1) full time employee (including meat, deli, and grocery (excluding courtesy, custodial, and service employees hired after March 2, 1986) to less than three (3) part time employees (including meat, deli, and grocery — excluding

courtesy and custodial) may reach the one (1) full time to three (3) part time ratio only through store closing, normal attrition, or a combination of both.

Group II — Part time Employees: Those Food Handlers and Delicatessen employees who are regularly scheduled to work fifteen (15) hours or more per week, but less than thirty-two (32) hours per week.

- A. Employees in these groups with more than five (5) years of continuous service as a Food Handler or Delicatessen Employee shall have seniority in the bargaining unit covering all stores for the purpose of lay-off, recall and transfer.
- B. Group II employees with less than five (5) years of continuous service as a Food handler or Delicatessen Employee shall have store seniority.
- C. Seniority in this group shall be the date of most recent hire or transfer into this group, except as set forth in Sections D and E under Group I.
- D. At least twenty-four percent (24%) of the group II employees (defined as Food Handlers and Delicatessen employees combined), in each store, will be scheduled for twenty-four (24) hours or more per week, exclusive of Sunday and Holiday hours paid for and/or worked, as additional hours become available within the store. Junior employees in these groups shall not be scheduled to work more hours per week than senior employees except when a senior employee voluntary requests, in writing, a reduction in weekly hours. The purpose of this provision is to make available more hours of work for senior Group II employees. In the event there is a violation of seniority relating to the number of hours scheduled for such junior employees, the Employer shall correct such violation by rescheduling during the following four (4) week period.
- E. Group II employees within each classification, Food Handlers or Delicatessen Employees, may request transfer into their respective Group I when openings become

available. Such requests must be made, in writing, to the Company and the Union, and to be valid they must be refiled after the effective date of each contract. Employees in Group II who so notify the Employer and the Union of their desire to be promoted to Group I, prior to the filling of the position in Group I, shall be selected in accordance with their seniority in each classification. Such employee's full time rate of pay shall be the starting rate of pay for full time Food Handlers in Appendix C. However, the Employer may fill up to fifty percent (50%) of such openings in each classification with persons from outside of the bargaining unit.

- F. In the event of lay off, a Group II employee with more than five (5) years of continuous service as a Food Handler or Delicatessen Employee may exercise his seniority by bumping the most junior employee within each classification in Group II.
- G. Employees classified as Food Handler Group I and II and Delicatessen Employees classified in Group I and II shall be interchangeable in their work duties on an extemporaneous basis.

SECTION 18.3 COURTESY EMPLOYEES: For purposes of lay off and recall, Courtesy Employees shall have seniority based upon their most recent date of hire. The seniority of Courtesy Employees will be separate from any other employees within the bargaining unit. Courtesy Employees, in accordance with their seniority, will be given preference for part time food handler job openings, excluding delicatessen positions, within their store provided they have a good record and ability and provided they have notified the Employer, in writing, prior to the filling of the part time opening. Such employees will be placed on the beginning part time rate of pay. However, the Employer may fill up to fifty percent (50%) of such openings with persons from outside the bargaining unit.

SECTION 18.4 CUSTODIAL EMPLOYEES: For purposes of lay off and recall Custodial Employees shall have seniority based

upon their most recent date of hire. The seniority of Custodial Employees will be separate from any other employees within the bargaining unit.

SECTION 18.5 SENIORITY LISTS: At six (6) months intervals thereafter, the Employer shall provide the Union with additions and deletions to the Company-wide seniority list, including date of hire. When it becomes necessary for the Employer to work a full time employee in more than one store to provide the employee with a full work week, the junior qualified employee shall be required to accept such an assignment if a senior employee exercises his option to reject the assignment.

SECTION 18.6 Seniority will be terminated if an employee quits, is discharged, fails to return to work within six (6) days after notice by registered letter to his last known address, or absent from the job for any reason other than sickness or injury, for a period in excess of one (1) year.

Seniority will be terminated for absences from work in excess of two (2) years because of illness or injury. Any employee returning from an extended (30 calendar days) sickness or accident shall give their Employer a minimum of two (2) weeks' notice of their intention to return to work. Such notice must be given on or before the Friday of the week preceding the last week of their leave of absence. They shall be put back to work upon the expiration of the return date given by the employee on his notice of intention to return to work.

SECTION 18.7 When necessary for an employee to work in more than one (1) market in any one (1) day, a junior employee in the market where the additional help is available shall be used.

SECTION 18.8 full time employees, based on their seniority, may apply and will have preference for job openings in new stores. This would not include jobs to be filled by untrained personnel or department head positions.

ARTICLE XIX.

Delicatessen Jurisdiction

Items that may be stocked, serviced and priced by Delicatessen Employees may include all items that are to be processed or are pre-processed/or pre-prepared (as an example, smoked fish). This may result in items being displayed, stocked and serviced in both the meat and delicatessen departments at the same time. Current meat jurisdiction will not be infringed upon.

ARTICLE XX.

Union Market Card

It is agreed that a Union Market Card shall be issued to the Employer for display in a conspicuous place, in conjunction with the execution of this Agreement. Said Card is the property of the United Food and Commercial Workers Union, District Local 653. In the event the violation of any term or provision of this Agreement by the Employer, the Union shall have the right to remove said Union Card from the premises.

ARTICLE XXI.

Linens, Dry Cleaning and Tools

No employee shall be required to pay for linens, dry cleaning, smocks, uniforms or be required to furnish tools. When drip dry uniforms are furnished, the employee shall launder them.

ARTICLE XXII.

Bulletin Boards

The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

ARTICLE XXIII. Injury on the Job

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, PROVIDING A CALL TO THE EMPLOYER IS MADE IMMEDIATELY FROM THE DOCTOR'S OFFICE BY THE DOCTOR'S PERSONNEL NOTIFYING THEM OF THE EXTENT OF THE INJURY. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than three (3) eight (8) hour or three (3) ten (10) hour straight time days at a time. If the employee receives Workmen's Compensation which includes the last two (2) of the three (3) day period, the Employer shall be reimbursed by the employee by the amount of such compensation received.

ARTICLE XXIV. Summer Waivers

In the event that a part time employee is advanced to full time status during the period of Memorial Day week through the second Saturday in September, such employee will sign a waiver guaranteeing him the beginning full time rate for the duration of the waiver and a minimum of forty (40) hours per week for eight (8) weeks. A copy of this waiver will be forwarded to the Union prior to an employee advancing to full time status. During the period an employee is on Summer Waiver, he will not accure any full time benefits other than rate, as long as he is replacing a person on vacation. Employees to be selected for Summer Waiver jobs must have a minimum of three (3) months employment with the Company or as a member of the Union, if available. Based on their seniority, part time employees will have preference for Summer Waiver openings on a single store basis.

As of March 2, 1986, Summer waivers will be made available in the meat departments on the same basis as in grocery to qualified persons, and receive the applicable rate of pay for the

classification utilized as outlined in Appendix "B" Meat Department Rates of Pay.

ARTICLE XXV. Shelf Stocking

The following items may be stocked by the suppliers: bakery goods, cookies and crackers, potato chips, beer, soft drinks, cosmetics, toys, records, housewares, cards, giftwrap and candles, pet supplies, hosiery, books, party goods. The stocking of these items will be held at the minimum consistent with good operation. The above limitations shall not apply to setting up a special promotional initial display. Any violation of this article may result in arbitration at the option of either party. The full costs of the neutral party will be borne by the losing party.

All other products will be stocked by members of Local 653A only, except that the store manager (but no other supervisor) may stock products.

When a store is physically expanded by moving out an outside wall or walls, suppliers may perform shelf stocking on the same basis as during a grand opening of a new store.

When an existing store is completely revamped, suppliers may stock shelves providing:

1. full time employees in the store are scheduled to work at least fifty (50) hours that week;
2. at least one-third (1/3) of the Group II food handler employees in the store, according to their seniority within Group II, work at least thirty (30) hours that week;
3. all other Group II food handler employees in the store are scheduled to work at least twenty (20) hours that week; and
4. no employee in the store is on lay off.

ARTICLE XXVI.

Meat Jurisdiction

SECTION 26.1 All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service or self-service display cases where fresh, smoked, cooked, and frozen meats, poultry, fish or sea foods are offered for retail sale. The pricing of all meat products (excluding stores having scanners) shall be done on the premises. Any work presently performed by retail employees in the stores covered by this Agreement must be done by a member of District Local 653 only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Agreement, the Agreement shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

SECTION 26.2 The current Industry practice of preparing retail cuts of fresh meat for sale shall continue to be done by members of the bargaining unit. Pre-sliced liver, pre-priced lunch meat, and chill pac chickens will be permissible.

SECTION 26.3 Notwithstanding the provisions of Section 1, of this Article XXVI, it is specifically understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement, may receive into and utilize within the retail markets primal and subprimal beef cuts. It is also understood and agreed that the Employer in consideration of all of the terms and conditions of this Agreement may receive into and utilize within the retail markets primal and subprimal veal, pork, lamb and mutton.

The preceding paragraph provides that the Employer may receive into and utilize within the retail markets primal and subprimal beef cuts. Such cuts are sometimes referred to as "Boxed Beef" and/or "Block Ready Beef." It is therefore, specifically understood and agreed that the preceding paragraph permits the utilization within the retail markets of "Boxed

Beef" and/or "Block Ready Beef" which shall include bone-in round, chucks, loins, ribs, tenders, briskets, flanks, course ground beef, and other primal, subprimal or available supplemental cuts (not to include pan ready steaks, chops, and chuck roasts).

It is further specifically understood and agreed that the Employer may receive into, and utilize within the retail markets, prefabricated primal and subprimal veal, pork, lamb, and mutton either bone-in or boneless, as such primal, subprimal or supplemental cuts are available (not to include pan ready steaks, chops, and chuck roasts).

SECTION 26.4 A jurisdictional committee shall be established to review products presently considered illegal under the jurisdictional language of the existing contract. This committee shall consist of three (3) management representatives and three (3) UFCW Local 653 representatives. This committee shall have the authority to implement changes agreed upon. Unless an article is specifically agreed upon it shall remain illegal under the current jurisdictional language.

ARTICLE XXVII.

Separability

In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any Federal or State law, governmental rule or regulation issued by any of its departments, agencies, or representatives affect any provision of this Agreement, the provisions or provisions so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

In the event of such contract provisions invalidation, the Employer and the Union agree to meet within ten (10) days of such determination and attempt to negotiate a valid provision reflecting the intent of the parties and to reach an agreement

concerning such provisions within thirty (30) days. The time limit provided herein may be extended by mutual consent of both parties.

ARTICLE XXVIII. Term of Agreement

This Agreement shall supersede all previous agreements, either oral or written and shall be in effect as of March 5, 1989 and continue in full force and effect through 12:01 a.m., February 29, 1992 and thereafter unless a written notice to be given by either party sixty (60) days prior to February 29, 1992 or the annual anniversary of the Contract, provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

SIGNED THIS _____ DAY OF _____ 1989.

ACCEPTED FOR THE EMPLOYER

By _____

ACCEPTED FOR THE UNION:
United Food & Commercial Workers Union
District Local Union No. 653.

By _____

RONALD N. ZWIEG
President

Appendixes "A-1," "A-2," "B," "C," and "D" are attached hereto and made a part thereof.

APPENDIX "A-1" Sunday Clause

Sunday will be outside the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. Rates of pay for Sunday work will be time and

one-half (1½) employee's regular rate of pay in the case of full time food handlers and delicatessen employees and straight time plus fifty cents (.50¢) per hour Sunday bonus for part time food handlers, delicatessen employees, courtesy and custodial employees. A minimum of one (1) full time grocery employee will be scheduled if available and paid for eight (8) hours or ten (10) hours if on that shift each Sunday the store is open. Mandatory full time staffing on Sunday will not be required of stores that have four (4) or less full time grocery employees exclusive of delicatessen and meat department employees. Stores of four (4) Full Time grocery employees or less that do require Full Time employees to work on Sunday the Sunday provisions in this article shall apply. In the event that one (1) full time employee is not available for such full time duty, then the Employer shall employ a part time employee on a voluntary rotation basis at full time for such work and the employee shall receive one and one-half (1½) the Agreement starting rate for full time food handlers for such duty. Part time food handlers, delicatessen employees and carry out or custodial employees may be scheduled as needed, but for no less than their regular four (4) hour minimum call in. Sunday and holiday hours paid for and/or worked shall apply to the accumulated hours of each part time employee for the purpose of wage progression. Part time and carryout hours shall apply toward vacation benefits.

Daily overtime will not be paid on Sunday premium but no employee will be scheduled to work more than eight (8) or ten (10) hours if on that shift on a Sunday. All markets shall be closed Easter Sunday.

APPENDIX "A-2" **Sunday Clause**

Sunday will be outside of the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. Rates of pay for Sunday work will be one and one-half (1½) times the employees regular rate of pay in the

case of full time employees and straight time plus fifty cents (.50¢) per hour Sunday bonus for part time employees. A minimum of one (1) Journeyman will be scheduled, if available, and paid for eight (8) hours or ten (10) hours if on that shift each Sunday the store is open. Part time employees may be scheduled as needed, but for no less than their regular four (4) hour minimum call in. Sunday and holiday hours paid for and/or worked, shall apply to the accumulated hours of each part time employee for the purpose of wage progression. Part time hours shall apply towards vacation benefits.

Daily overtime will not be paid on Sunday premium.

All markets shall be closed Easter Sunday.

APPENDIX "B" **Minimum Meat Rates**

CLASSIFICATION	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
Head Meat Cutter	\$15.71	\$16.06	\$16.41
Journeyman	15.09	15.44	15.79
Apprentices			
0- 6 months	11.66	12.01	12.36
6-12 months	12.09	12.44	12.79
12-18 months	12.66	13.01	13.36
18-24 months	13.38	13.73	14.08
Thereafter	15.09	15.44	15.79
Meat Helper			
0- 6 months	10.68	11.03	11.38
6-12 months	11.20	11.55	11.90
1- 2 years	11.73	12.08	12.43
2- 3 years	12.00	12.35	12.70
3- 4 years	12.38	12.73	13.08

CLASSIFICATION	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
4- 5 years	\$12.92	\$13.27	\$13.62
5 years and over	13.97	14.32	14.67

Service Employee (hired after March 2, 1986)	10.70	11.05	11.40
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CLASSIFICATION	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
Service Market			
Head Meat Cutter	\$15.49	\$15.84	\$16.19
Journeyman	14.88	15.23	15.58
Apprentices			
0- 6 months	11.23	11.58	11.93
6-12 months	11.65	12.00	12.35
12-18 months	12.21	12.56	12.91
18-24 months	13.19	13.54	13.89
Thereafter	14.88	15.23	15.58
Extra Journeyman	14.88	15.23	15.58
Extra Help	11.99	12.34	12.69
(other than Journeyman)			

COMBINATION FOOD HANDLER AND MEAT STOCKER

Part Time

0-1560 Hours	\$5.15	\$5.15	\$5.15
1561-2600 Hours	5.67	5.67	5.67
2601-3120 Hours	6.59	6.79	6.79
3121-3640 Hours	7.21	7.43	7.43
3641-4160 Hours	7.73	7.96	8.20
4161-4640 Hours	7.83	8.06	8.30
4641-5200 Hours	8.03	8.27	8.52
Over 5200 Hours	8.24	8.49	8.74

APPENDIX "C"

MINIMUM GROCERY RATES

CLASSIFICATION	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
Department Head			
Assistant Manager	\$14.72	\$15.07	\$15.42
Produce Department Head...	14.72	15.07	15.42
Frozen Food Department			
Head	14.52	14.87	15.22
Bookkeeper or Head			
Cashier	14.52	14.87	15.22
Deli Department Head	14.52	14.87	15.22

FULL TIME FOOD HANDLERS

0- 6 months	10.68	11.03	11.38
6-12 months	11.20	11.55	11.90
1- 2 years	11.73	12.08	12.43
2- 3 years	12.00	12.35	12.70
3- 4 years	12.38	12.73	13.08
4- 5 years	12.92	13.27	13.62
5 years and over	13.98	14.33	14.68

FULL TIME DELI

0- 6 months	10.68	11.03	11.38
6-12 months	11.20	11.55	11.90
12-18 months	11.73	12.08	12.43
Thereafter	13.28	13.63	13.98

PART TIME FOOD HANDLERS AND DELI

	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
0-1560 hours	\$5.15	\$5.15	\$5.15
1561-2600 hours	5.67	5.67	5.67
2601-3120 hours	6.59	6.79	6.79
3121-3640 hours	7.21	7.43	7.43

	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
3641-4160 hours	7.73	7.96	8.20
4161-4640 hours	7.83	8.06	8.30
4641-5200 hours	8.03	8.27	8.52
over 5200 hours	8.24	8.49	8.74

Part Time Food Handlers who are in the \$9.66 progression will receive the following hourly increases on rates and progressions.

3% 3% 3%

Part Time Food Handlers who as of March 3, 1974, had worked 7281 hours will receive the following hourly increases.

3% 3% 3%

The Part Time Food Handlers group of March 3, 1974 will also receive the following conditions:

- A. Minimum schedule of five (5) hours per day if requested of the Employer in writing.
- B. Five (5) hours holiday pay if the employee requests (or works) a minimum schedule of five (5) hours per day.
- C. Employees qualified may request the minimum of five (5) (or more) hours per day work schedule on a six (6) months increment basis and shall have preference in scheduling.

	Effective (per hour) 3/5/89	Effective (per hour) 3/4/90	Effective (per hour) 3/3/91
Courtesy Employees			
0-1040 hours	\$4.25	\$4.35	\$4.45
1041-2080 hours	4.50	4.60	4.70
Over 2080 hours	5.00	5.00	5.00

Custodial employees			
0-1040 hours	4.25	4.35	4.45
1041-2080 hours	4.50	4.60	4.70
Over 2080 hours	5.00	5.00	5.00

Provided, however, that Full Time maintenance employees on the payroll on March 5, 1989, will receive the following minimum hourly increases:

.40¢ .35¢ .35¢

Provided further that courtesy employees and custodial employees shall not receive less than twenty-five cents (.25¢) per hour over the Federal minimum wage during the term of this agreement.

APPENDIX "D" **Job Security**

It is agreed that the following provisions will be allowed in the meat departments, and as a result of the employer utilizing any or all of the provisions, Management shall agree that no meat department employee employed as of September 1, 1985, shall have their job eliminated or their basic work week reduced by the introduction into the market of any of the listed provisions. An Employer taking advantage of the provisions who then proceeds to reduce or lay off employees on the payroll as of September 1, 1985, shall immediately have all privileges revoked in their entirety and this shall be interpreted to cover all stores of the Company within the authority of this contract.

- A. Chill Pac Chickens — Refer to Article XXVI, Section 26.2
- B. Dry Time — Refer to Article V, Section 5.10
- C. Meat Service Employee — Refer to Article V, Section 5.16
- D. Jurisdictional Committee — Refer to Article XXVI, Section 26.4

The above provisions shall not be affected due to store closings or proven loss of business excluding seasonal fluctuations.

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AUG 07 1989

C & R DEPT - RESEARCH OFFICE

MEETING NOTICES

BOARD MEETING

First Tuesday of Each Month

7:30 P.M. — Union Offices

MEMBERSHIP MEETING

Second Monday of Each Month

7:30 P.M. — Marian Hall

1114 West 79th Street

Bloomington



591557

SEPTEMBER 05, 1989

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

OCT 2 1989

Director of Research
United Food and Commercial
Workers Local 653
1775 K Street NW
Washington , DC. 20006

RECEIVED

SEP 08 1989

B&R DEPT-RESEARCH OFFICE

PREVIOUS AGREEMENT EXPIRED
MARCH 04, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

I-A Meat Market Agmt Of Mnpls Minn LU 653

WITH Food and Commercial Workers;
MINNESOTA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code